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ETAS ID: TM463878

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tilt Five, Inc.		02/23/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Logitech International S.A., as Collateral Agent			
Street Address:	EPFL-Quartier de l'Innovation, Daniel Borel Innovation Center			
City:	Lausanne			
State/Country:	SWITZERLAND			
Postal Code:	1015			
Entity Type:	Corporation: SWITZERLAND			

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4777962	CASTAR
Registration Number:	4786530	TECHNICAL ILLUSIONS
Registration Number:	4647839	TECHNICAL ILLUSIONS
Serial Number:	87394579	SIGHTCAST
Serial Number:	87459471	THE VIDEO GAME SHOW

CORRESPONDENCE DATA

Fax Number: 4159472099

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4159472000

Email: qluflood@wsgr.com

Correspondent Name: WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL

Address Line 1: ONE MARKET, SPEAR TOWER, SUITE 3300

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 16821.000

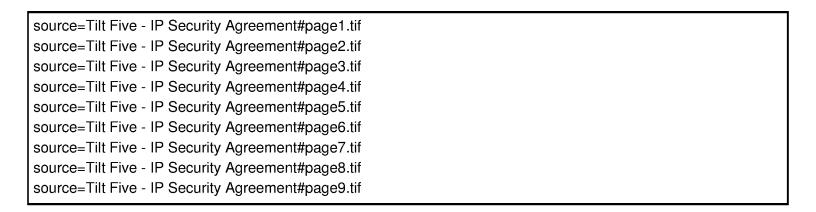
NAME OF SUBMITTER: Qui Lu Flood

SIGNATURE: /Qui Lu Flood/
DATE SIGNED: 03/01/2018

Total Attachments: 9

TRADEMARK
REEL: 006281 FRAME: 0838

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of February 23, 2018, is made by Tilt Five, Inc., a Delaware corporation (the "Borrower"), in favor of Logitech International S.A. (the "Collateral Agent"), a Swiss corporation, as collateral agent for the Purchasers under the Purchase Agreement referred to below (the "Secured Parties").

WHEREAS, the Borrower has entered into a Purchase Agreement dated as of February 23, 2018 (the "Purchase Agreement"), with the Purchasers listed on Schedule A thereof.

WHEREAS, as a condition precedent to the purchase of the notes by the Purchasers under the Purchase Agreement, the Borrower has executed and delivered to the Collateral Agent and Purchasers that certain Security Agreement dated as of February 23, 2018, made by and among the Borrower, the Purchasers and the Collateral Agent (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Collateral Agent, for the benefit of the Purchasers, a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Grant of Security</u>. The Borrower hereby pledges and grants to the Collateral Agent for the ratable benefit of the Purchasers, a security interest in and to all of the right, title, and interest of the Borrower in, to, and under its Intellectual Property (as defined in the Security Agreement), including, but not limited to, the following (the "**IP Collateral**"):
 - (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");
 - (b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");
 - (c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to the Borrower set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");
 - (d) all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

- (f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation</u>. The Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Collateral Agent.
- 3. <u>Loan Documents</u>. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the IP Collateral are as provided by the Purchase Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies
- 4. <u>Execution in Counterparts</u>. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.
- 5. <u>Successors and Assigns</u>. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

	TILT FIVE, INC.
	DocuSigned by:
	By: Jeri Janet Ellsworth
	Name Jeff Janer Ellsworth
	Title: Chief Executive Officer
	Address for Notices:
	675 Starbush Drive
	Sunnyvale, CA 90486
AGREED TO AND ACCEPTED:	
	LOGITECH INTERNATIONAL S.A.
	as Collateral Agent
	•
	Ву:
	Name:
	Title:
	Ву:
	Name:
	Title:
	A P Street of Co. (N. Ca.)
	Address for Notices:
	EPFL-Quartier de l'Innovation Daniel Borel Innovation Center
	Lausanne, CH
	Copy to:
	7700 Gateway Blvd.
	Newark, CA 94560
	L YM YE KO NG MOCK OF TWO MAN

IN WITNESS WHEREOF, the Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TILT FIVE, INC.

By: _____

Name: Jeri Janet Ellsworth Title: Chief Executive Officer

Address for Notices: 675 Starbush Drive Sunnyvale, CA 90486

AGREED TO AND ACCEPTED:

LOGITECH INTERNATIONAL S.A.

as Collateral Agent

By: Francois Stettler

Name: Francoris 46 Atettler

Title: General Counsel EMEA

No 286500 ECHADABB...

DocuSigned by:

Name: Russ - Hara

Title: Deputy G.C. & Chief Compliance Officer

Address for Notices: EPFL-Quartier de l'Innovation Daniel Borel Innovation Center Lausanne, CH

Copy to: 7700 Gateway Blvd. Newark, CA 94560

SCHEDULE 1

PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date	[Record Owner]
Two section head mounted display	US	US 9,366,863	06-14-2016	CastAR, Inc.
System and method for synchronizing fiducial markers	US	US 9,626,764	04-18-2017	CastAR, Inc.
System and method to identify and track objects on a surface	US	US 9,555,320	01-31-2017	CastAR, Inc.
Method of immersive rendering for wide field of view	US	US 9,747,862	08-29-2017	CastAR, Inc.

Patent Applications

Title	Jurisdicti on	Application Number	Publication Number	Filing Date	[Record Owner]
SYSTEM AND METHOD OF HAPTIC FEEDBACK BY REFERRAL OF SENSATION	US	15/347,590	20170131775	11-09-2016	CastAR, Inc.
METHOD OF IMMERSIVE RENDERING FOR WIDE FIELD OF VIEW	US US	15/340,641	20170124980 WO/2017/079 162	11-01-2016	CastAR, Inc.
VIRTUAL REALITY ATTACHMENT FOR A HEAD MOUNTED DISPLAY	US	15/331,237	20170045746	10-21-2016	CastAR, Inc.
HMPD WITH NEAR EYE PROJECTION	US	15/205,736	20170010467	07-08-2016	CastAR, Inc.
METHOD OF CO-LOCATED SOFTWARE OBJECT SHARING FOR MULTI-PLAYER AUGMENTED REALITY GAMES	US	15/161,098	20160342774	05-20-2016	CastAR, Inc.
RETROREFLECTIVE SURFACE WITH INTEGRATED FIDUCIAL MARKERS FOR AN AUGMENTED REALITY SYSTEM	US US	15/160,996	20160339337 WO/2016/187 609	05-20-2016	CastAR, Inc.
RETROREFLECTIVE LIGHT FIELD DISPLAY	US	15/074,525	20160277725	05-18-2016	CastAR, Inc.

	US		WO/2016/154 026		
HEAD MOUNTED DISPLAY PERFORMING POST RENDER PROCESSING	US	15/043,133	20160238852	02-12-2016	CastAR, Inc.
SYSTEM AND METHOD FOR MULTIPLE SENSOR FIDUCIAL TRACKING	US	14/733,708	20150356737	06-08-2015	CastAR, Inc.
SYSTEM AND METHOD FOR	US	14/267,325	20140340424	05-01-2014	CastAR, Inc.
RECONFIGURABLE PROJECTED	Europe		EP3058417		
AUGMENTED/VIRTUAL REALITY APPLIANCE	Australia		AU201433468 2		
	US		WO/2015/057 507		
	Canada		CA2926687		
	China		CN105765444		
	Mexico		MX201600453		
	Japan		JP2016536635		
	Korea		KR201600755 71		
	India		IN2016370130 33		
	Brazil		BR 11 2016 008106 4		
SYSTEM AND METHOD TO	US	14/267,195	20140340523	05-01-2014	CastAR, Inc.
IDENTIFY AND TRACK OBJECTS ON A SURFACE		2014034052			
SYSTEM AND METHOD FOR	US	14/788,483	20160005174	06-30-2015	CastAR, Inc.
SYNCHRONIZING FIDUCIAL MARKERS		2016000517 4			
		DESIGN			_
AUGMENTED REALITY WAND	US	29/575,680		08-26-2016	CastAR, Inc.
CONTENT HUB	US	29/575,681		08-26-2016	CastAR, Inc.
AUGMENTED REALITY GLASSES	US	29/575,682		08-26-2016	CastAR, Inc.
		UNPUBLISHE	ED .		
HEAD MOUNTED PROJECTION DISPLAY WITH MULTILAYER BEAM SPLITTER AND COLOR CORRECTION	US	15/638,846		06-30-2017	CastAR, Inc.

REAL-TIME RETROREFLECTOR IMAGE COMPRESSION	US	62/453,316	02-01-2017	CastAR, Inc.
SYSTEM AND METHOD FOR AUGMENTED REALITY INTERFACE TO MOBILE DEVICES	US	62/516,435	06-07-2017	CastAR, Inc.
TABLE REPROJECTION FOR POST RENDER LATENCY COMPENSATION	US	62/520,780	06-16-2017	CastAR, Inc.

SCHEDULE 2

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	[Record Owner]
CASTAR	US	4777962	October 23, 2013	CastAR, Inc.
TECHNICAL ILLUSIONS	US	4786530	August 4, 2015	CastAR, Inc.
TECHNICAL ILLUSIONS	US	4647839	December 2, 2014	CastAR, Inc.
CastAR	China, Europe, Japan, Korea	1230779	April 23, 2014	CastAR, Inc.
Technical Illusions	China, Europe, Japan, Korea	1211665	April 23, 2014	CastAR, Inc.

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	[Record Owner]
SIGHTCAST	US	n/a	87394579	March 31, 2017	CastAR, Inc.
THE VIDEO GAME SHOW	US	n/a	87459471	May 22, 2017	CastAR, Inc.

SCHEDULE 3

COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date	[Record Owner]
none				

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	[Record Owner]
none				

Exclusively Licensed Copyright Registrations

License Agreement	Copyright Title	Jurisdiction	Registration Number	Registration Date
none				

Exclusively Licensed Copyright Applications

License Agreement	Copyright Title	Jurisdiction	Application Number	Filing Date
none				

TRADEMARK REEL: 006281 FRAME: 0848

RECORDED: 03/01/2018